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**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA**

Estados Unidos Mexicanos,

Plaintiff,

vs.

Diamondback Shooting Sports, Inc., an
Arizona corporation; SNG Tactical, LLC,
an Arizona limited liability company;
Loan Prairie, LLC D/B/A The Hub, an
Arizona limited liability company; Ammo
A-Z, LLC, an Arizona limited liability
company; Sprague's Sports, Inc., an
Arizona corporation,

Defendants

NO. 4:22-cv-00472-TUC-RM

**PROPOSED STIPULATED PROTOCOL FOR THE DISCOVERY OF
ELECTRONICALLY STORED INFORMATION AND HARD COPY DOCUMENTS**

The Parties to the above-captioned litigation (this "action" or this "litigation"), through their counsel, have stipulated and agreed to give effect to this Joint Stipulated Protocol for Discovery of Electronically Stored Information and Hard Copy Documents ("ESI Protocol"), to facilitate discovery in this action.

1 All productions in this litigation will also be subject to the Stipulated Protective Order (ECF
2 No. 68) separately entered by the Court in this litigation and no provision herein shall contradict the
3 Parties' rights and obligations with respect to any information designated under that Order.

4 **A. SCOPE**

5 1. **General.** The procedures and protocols set forth in this Protocol shall govern the
6 production of ESI and hard copy documents in this matter, unless the Parties agree in writing to
7 change them or they are changed by the Court at the request of a Party.

8 2. **Disputes.** The Parties shall meet and confer in good faith on any issue regarding
9 discovery, as necessary, including any issues relating to ESI custodians and data sources, that arise
10 under this Protocol or otherwise. The failure to include a specific meet and confer obligation with
11 respect to any provision in this agreement in no way negates the obligation. In the event the Parties
12 cannot reach agreement on a disputed matter, the Parties shall submit the matter to the Court in
13 accordance with the Court's procedures for submitting discovery disputes.

14 3. **Federal Rules.** Nothing in this Protocol alters a party's rights, obligations, and
15 responsibilities under the applicable Federal Rules of Civil Procedure, nor does anything in this
16 Protocol impose burdens beyond those imposed by the Federal Rules of Civil Procedure. The
17 parties reserve all objections under the Federal Rules of Civil Procedure for matters relating to the
18 production of ESI.
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21 **B. DEFINITIONS**

22 1. **"Documents"** shall have the same definition as set forth in Federal Rule of Civil
23 Procedure 34.

24 2. **"Electronically stored information"** or **"ESI,"** shall have the same definition as set
25 forth in Federal Rules of Civil Procedure 34.
26

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1 3. **“Extracted Text”** means the text extracted from a Document, and includes all
2 header, footer, and document body information when reasonably available.

3 4. **“Load/Unitization file”** means an electronic file containing information identifying
4 a set of paper-scanned images or processed ESI and indicating where individual pages or files
5 belong together as documents, including attachments, and where each document begins and ends.
6 A Load/Unitization file will also contain data relevant to the individual Documents, including
7 extracted and user-created metadata.

8 5. **“Media”** means an object or device, including but not limited to a disc, tape,
9 computer or other device, whether or not in the Producing Party’s physical possession, on which
10 data is or was stored.

11 6. **“Native Format”** means and refers to the format of ESI in which it was generated
12 and/or as used by the Producing Party in the usual course of its business and in its regularly
13 conducted activities.

14 7. **“OCR text”** means text generated through Optical Character Recognition Process of
15 image bitmap picture representation of the documents.

16 8. **“Metadata”** means (i) information associated with a native file that is not ordinarily
17 viewable or printable from the application that generated, edited, or modified such native file
18 which describes the characteristics, origins, usage or validity of the electronic file or (ii)
19 information generated automatically by the operation of a computer or other information
20 technology system when a native file is created, modified, transmitted, deleted or otherwise
21 manipulated by a user of such system.

22 9. **“Static Image”** means or refers to a representation of ESI produced by converting
23 a native file into a standard image format capable of being viewed and printed on standard
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1 computer systems. A Tagged Image File Form (TIFF) image is an example of a static image.

2 10. **“Parties”** means or refers collectively to the named Plaintiffs and Defendants in the
3 above-captioned matter, as well as any later added plaintiffs and defendants. “Party” shall refer to
4 a plaintiff or defendant, individually.

5 11. **“Producing Party”** means or refers to a Party in the above-captioned matter from
6 which production of ESI or hard copy documents are sought.

7 12. **“Requesting Party”** means or refers to a Party in the above-captioned matter that
8 seeks production of ESI or hard copy documents from another Party or a third party.
9

10 C. PRESERVATION

11 The Parties have discussed their preservation obligations and needs and agree that
12 preservation of potentially relevant ESI and/or Documents will be reasonable and proportionate.
13 To reduce the costs and burdens of preservation and to ensure proper ESI is preserved, each Party
14 agrees that it shall use reasonable efforts to preserve relevant ESI that (i) was created or received
15 between October 18, 2012¹ and the date on which a Party reasonably anticipated litigation
16 concerning the issues raised in these actions, and (ii) is in existence as of the date of this Protocol.
17 Each Party further agrees that it has a duty to preserve relevant ESI that was created or received
18 between the date on which the Party reasonably anticipated litigation and the conclusion of this
19 litigation. All Protected Material shall be maintained pursuant the Stipulated Protective Order and
20 destroyed pursuant to normal business practice, local data protection laws, and the Stipulated
21 Protective Order at the completion of this Litigation.
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23 If a producing party learns that responsive, non-duplicative ESI that existed as of the date

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25 ¹ The parties agree that this date applies for purposes of this Protocol only. The parties will
26 negotiate the relevant time period for purpose of discovery responses separately and/or address the
issue with the Court.

upon which the duty to preserve ESI arose was lost, destroyed, or is no longer retrievable, the producing party shall explain, to the extent the information is reasonably available, where and when the ESI was last retrievable and in its original form, and the circumstances lead to its loss or destruction. Nothing in this agreement alters the Producing Party's obligation to demonstrate the unavailability of such information pursuant to Federal Rule of Civil Procedure 29(b)(2)(B).

To help contain costs, the Parties agree to the following:

1. **Types of ESI That Need Not Be Preserved or Searched.** The Parties agree that there is no need to preserve or collect ESI from the following sources which are deemed to not likely contain relevant information and to be not reasonably accessible:
 - a. Voice messages in any form, including without limitation voicemails and voice memos;
 - b. random access memory (RAM) or other ephemeral data;
 - c. on-line access data such as temporary internet files, histories, caches, cookies, etc.;
 - d. data in metadata fields that are frequently updated automatically, such as last-opened dates, except as specified in this Protocol (the metadata fields identified in Exhibit 1);
 - e. text and instant messages unless such methods of communication were used for government or business purposes;
 - f. data contained on mobile devices, including but not limited to email, calendar data, and contact data, provided a copy of any potentially relevant data would routinely have also appeared on the computer system utilized by a Party;
 - g. personal computers and personal e-mail not regularly used for business activities;
 - and
 - h. disaster recovery systems (with the exception of backup tapes that are actively used

1 for information retrieval and tapes storing ESI of persons likely to have discoverable information, if
2 the information contained on those tapes is not otherwise available).

3 **D. SEARCH PROTOCOL**

4 1. **Protocol For Agreeing on Custodians.** In order to reduce the burden of searching the
5 electronic files and data sources the Parties agree to meet and confer on the Agreed Custodians as
6 detailed below. If the Parties are unable to reach agreement on the Agreed Custodians, the Parties
7 reserve their rights to bring to the Court any dispute concerning the identification of appropriate
8 Custodians or additional custodians under the Federal Rules of Civil Procedure or rules of the
9 Court.

10 2. **Protocol For Using Search Filters.** The Parties agree that the application of search terms is
11 an appropriate step to reasonably identify potentially responsive documents or to cull ESI once the
12 material is collected from the appropriate data source. Each Party shall take reasonable steps to
13 develop search terms to identify potentially responsive documents including undertaking
14 reasonable steps to validate those search terms. The Parties agree to meet and confer to agree on
15 reasonable search terms and date ranges as a means to identify relevant ESI for review, as detailed
16 below. Notwithstanding the foregoing, to the extent any Party identifies responsive ESI or
17 responsive documents not identified by the use of search terms or filters, all such non-privileged
18 documents must be produced, subject to the Parties' objections to discovery requests.

19 3. **Timing and Process for Determining Custodians and Search Terms.** The Parties agree
20 that they will cooperated with the express objective of reaching agreement on a mutually agreeable
21 terms with respect to the search terms, custodians, and schedule for exchange of proposed
22 custodians and search terms, collection, initial production, etc.

1 **4. Other Matters**

2 a. Each Party is obligated to retain, but not search, documents, ESI and information in
3 the possession of each Disputed Custodian and/or source throughout the pendency of this litigation.

4 b. The Parties agree to meet and confer in good faith to discuss processes that will
5 allow for the identification of any additional potentially relevant documents not identified by the
6 keyword search methodology processes described herein. The Parties may discuss various potential
7 methods, including use of statistical analysis and/or technology-assisted review algorithms as a
8 means of supplementing the keyword search term process described above.

9 c. Pursuant to Federal Rule of Civil Procedure 26(g), once a Producing Party has
10 substantially completed its production in response to a request for production of documents, it will
11 so certify, in writing, to the Requesting Party.

12 d. The fact that a document is captured by the application of a search protocol does not
13 mean that such document is responsive to any propounded discovery request or otherwise relevant
14 to this litigation. The discovery requests, objections thereto, agreements of the Parties and any
15 Court orders shall govern the scope of documents to be produced. Notwithstanding the foregoing,
16 to the extent any Party identifies responsive ESI or documents not identified by the use of search
17 terms or filters, all such non-privileged documents must be produced, subject to the Parties'
18 objections to discovery requests.

19 e. In the event that any Party determines in good faith, after attempting to use the
20 agreed search terms, that its use of any of those search terms is unreasonably burdensome and
21 inefficient, then it shall meet and confer with the Party that propounded the document request to
22 which it is responding. The relevant Parties shall negotiate in good faith to modify the agreed
23 search terms. In the absence of a mutually acceptable agreement to modify the agreed search terms,
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1 a Party may apply to the Court to modify the terms.

2 f. The Parties will continue to meet and confer regarding any search process issues as
3 necessary and appropriate during discovery. This Protocol does not address or resolve any other
4 objection to the scope of the Parties' respective discovery requests, and it does not prevent any
5 Party from undertaking searches of its own ESI for any purpose at any time.

6 **5. De-duplication of Production.** The Parties shall use reasonable, good faith efforts to avoid
7 the production of duplicate ESI.

8 a. To the extent that exact duplicate documents (based on MD5 or SHA-1 hash
9 values, or some other mutually agreeable method), reside within a party's ESI data set, each party
10 may produce only a single copy of a responsive document or record ("Single Production Copy"),
11 provided that de-duplication shall not break apart document families. Exact duplicate shall mean
12 bit-for-bit identity of the document content. For exact duplicate documents, the Producing Party
13 will produce the metadata described herein for the Single Production Copy.

14 b. No Party shall eliminate duplicates by manual review or some method other than
15 by use of the technical comparison using MD5 or SHA-1 hash values outlined above without
16 meeting and conferring with the Requesting Party to determine a mutually acceptable alternative.

17 c. The Producing Party can either de-duplicate documents within custodians, or
18 across custodians, provided they comply with the following or meet and confer with the Requesting
19 Party to determine a mutually acceptable procedure:
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21 (i) If the Producing Party is de-duplicating across custodians, the Producing
22 Party shall populate a field of data that identifies each custodian who had a copy of the produced
23 document (the "duplicate custodian" field) in addition to a separate field of data identifying the
24 custodian whose document is produced.
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(ii) If the Producing Party is de-duplicating within custodians only, there is no need to create or provide the duplicate custodian field.

6. **Cost Shifting.** If a Producing Party reasonably believes that producing particular ESI poses a particularly undue burden or cost as a result of the ESI not being reasonably accessible, such Party, at or before the time the production is due under the Federal Rules of Civil Procedure, shall describe the nature of the objection with reasonable particularity and indicate whether it is willing to offer an alternative to production. The Parties shall promptly meet and confer in an attempt to resolve the issues and, if no resolution is reached, seek appropriate relief from the Court. In such case, the Court may apportion the costs of electronic discovery in accordance with and only as allowed by the Federal Rules of Civil Procedure; provided, however, that such apportionment shall not include the costs of producing documents as agreed above. Nothing in this section or the remainder of this protocol precludes the Requesting Party from opposing any applications for shifting of costs.

7. **Deleted Files.** If a Producing Party learns that ESI created on or after October 18, 2012 and known to be responsive to a formal discovery request, once existed but was lost, was destroyed, or becomes no longer available, the Producing Party shall notify the Requesting Party of that fact; provided, however, that this section shall not apply to ESI that was lost, was destroyed, or became no longer available pursuant to the Producing Party's document retention and/or destruction policy, or pursuant to national, federal, state, or local laws or regulations, before the date on which the Producing Party's duty to preserve evidence for this matter was triggered.

E. FORMAT OF PRODUCTION

1. **Paper Production Format.** All hard copy documents shall be produced either as static images (the images will be in black-and-white, single page, 300 DPI, Group IV* .TIFF images,

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with corresponding OCR text in document level .TXT format and standard load files, which can be used with commercially available litigation software packages, and the Default Production Fields (“DPF”) as described and designated with a “DPF” in Exhibit 1, where reasonably available) or as kept by the parties in the usual course of business pursuant to Federal Rule of Civil Procedure 34(b)(2)(E)(i), The Parties will accommodate reasonable requests for production of specific images in color to the extent available. Producing such Paper Documents in such form does not change their character from Paper Documents into ESI.

2. If a document is more than one page, to the extent possible, the unitization of the document and any attachments or affixed notes should be maintained as it existed when collected by the Producing Party. Parties will unitize their documents using physical unitization (i.e., a manual review of the paper to determine what physically constitutes a document like page numbers or headers). If unitization cannot be reasonably maintained, the original unitization should be documented in the data load file or otherwise electronically tracked if reasonably possible.

The Parties shall not be obligated to produce paper versions of ESI documents, unless the paper version has marginalia or other markings that render it distinct from the ESI version.

3. **ESI Production Format.** The following provisions shall generally govern the production format and procedure for ESI and are subject to the other provisions contained herein.

a. **Production of ESI (both Native and Non-Native).** All responsive ESI except that which is produced in Native Format pursuant to paragraph (b) should be produced in black-and-white, single page, at least 300 DPI, Group IV*.TIFF images with corresponding extracted full text or OCR text. Excel files will be produced natively providing links to the native documents and TIFF placeholders. When the native Excel file is produced, the Producing Party must preserve the integrity of the electronic document’s contents, i.e., the original formatting and color of the

document, its metadata and, where applicable, provided that these obligations may be modified on a “going forward” basis as may be set forth in any subsequent order for preservation of documents and ESI. Notwithstanding these provisions, if a Producing Party’s ESI entire production is relatively small and produced in PDF or an otherwise searchable format, the parties may meet and confer and determine whether it is necessary or practicable to produce the documents in accordance with the production format requirements of this Protocol. If the parties cannot agree, the objecting party shall bring the issue to the court via motion.

Each of the Metadata and coding fields set forth in Exhibit 1 which can be extracted from a Document shall be produced for that Document. The Parties are not obligated to populate manually any of the fields in Exhibit 1 if such fields cannot be reasonably extracted from a Document, with the exception of DPF that are generated in the course of collection, review and production. If metadata are not produced because they do not exist or because they are not reasonably accessible, then the field will be left blank. All productions will include these additional specifications:

- a load file for images;
- delimited load files (.dat) containing a field with the full path and filename to native files produced and the metadata fields identified below (for ESI);
- document-level .txt files for all native documents containing extracted full text or OCR text (OCR only if extracted text is not available or if the document has been redacted);
- Bates number branding and Confidentiality designation (if any) on the face of the image; and
- all hidden text (e.g., track changes, hidden columns, comments, notes, markups, etc.) will be expanded, extracted, and rendered in the TIFF file; this specifically includes, but is not limited to, the inclusion of any notes or comments contained within any PowerPoint slides/presentations that are produced in .TIFF format.

b. **Production of Native Format ESI.** The production of Structured Data, which the Parties may, from time to time, agree is also to be produced in its Native Format, is governed by

1 Section F.4. below. For documents whose Native Format is multi-media, the original native files
2 shall be produced. A TIFF placeholder embossed with the corresponding confidentiality
3 designation and bates number shall be produced for all ESI produced in Native Format. Responsive
4 ESI produced in Native Format shall be produced with all metadata contained in or associated with
5 that file to the extent technologically feasible consistent with paragraph (a). Nothing in this
6 protocol shall limit a Party's ability to elect to produce other forms of responsive ESI in Native
7 Format.

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9 Extracted Text taken from native files will be provided at a document level. There will be
10 one text file per document, using the same name as the beginning Bates number (Document ID) of
11 the document. The extracted text file for a document will reside in the same location (file directory)
12 as the images for that document. The text file associated with any redacted document will exclude
13 redacted text (i.e., the Producing Party can OCR the redacted image of the unstructured ESI and
14 replace the original extracted text).

15 No Party may attach to any pleading or any correspondence addressed to the Court, Special
16 Master, or any adverse or third party, or submit as an exhibit at a deposition or any other judicial
17 proceeding, a copy of any native format document produced by any Party without ensuring that
18 either the corresponding slip sheet is attached to the document or the corresponding Bates number
19 and confidentiality legend, as designated by the Producing Party, appears on the document.

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21 **c. Bates Numbering.** All images must be assigned a Bates number that must
22 always: (1) be unique across the entire document production; (2) maintain a constant length (0-
23 padded) across the entire production; (3) contain no special characters or embedded spaces; and (4)
24 be sequential within a given document.

25 **d. Request for Documents in Native Format.** If a Party reasonably concludes that
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1 production in Native Format of any document(s) initially produced in .TIFF format is necessary
2 (e.g., to decipher the complete meaning, context, or content, to determine if there is any relevant
3 “hidden text” in the document, to determine if there is any important use of color in the document,
4 etc.), such party may request production of the original document in Native Format. The parties
5 agree to meet and confer in good faith with respect to any such request.

6 d. **Appearance and Content.** No document may be intentionally manipulated to
7 change how the source document would have appeared if printed out to a printer attached to a
8 computer viewing the file, without prior agreement, except as is necessary to expand and render
9 hidden text as described above. Therefore, subject to any appropriate redaction, each document’s
10 electronic image shall convey the same information and image as the original document. If
11 Responsive ESI presents imaging or formatting problems, the Parties shall meet and confer in an
12 attempt to resolve the problem.

13 e. **Color.** The Parties will accommodate requests made in good faith for the
14 production of a color image of specific documents originally produced in greyscale .TIFF format
15 where reasonably necessary to decipher the complete meaning, context, or content of the
16 documents. Such responsive ESI shall be produced in a manner that preserves, to the maximum
17 extent possible, the integrity of multi-page groups of documents.

18 f. **Load File.** To the extent production is made in an electronic format susceptible
19 to creation of a Load File, the Producing Party shall provide a Load File to accompany the native
20 files and TIFF images that are produced, to facilitate the use of the produced images by a document
21 management or litigation support system as described above. Load files shall contain the
22 parent/child (e.g., Email/Attachment, Memo/Attachment, Letter/Enclosure) relationships of
23 documents, when possible.
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1 For all produced paper and loose ESI (whether produced in Native or TIFF Image), a
2 standard Opticon image load file indicating document boundaries and location of images will
3 accompany the images. The fields that should be included are detailed in Exhibit 2.

4 When producing a multi-page document, images for the document should not span multiple
5 directories. In addition, a Producing Party should not include more than 1,000 images in a single
6 directory unless a document is more than 1,000 pages.

7 g. **Document Numbering for TIFF Images.** Each page of a document produced as
8 TIFF images shall have a legible, unique Document Number electronically “burned” onto the
9 image at a location that does not obliterate, conceal or interfere with any information from the
10 source document (i.e., the “Bates Label”). Each file produced in Native Format shall be associated
11 with a unique Document Number included on the TIFF placeholder provided with the native file or,
12 where not produced with a TIFF placeholder, the storage device (e.g., CD, USB, hard drive)
13 containing such native ESI data shall be labeled with a Document Number. The Document Number
14 for each document shall be created so as to identify the Producing Party and the Document
15 Number. Each Party shall have a unique identifying name. Each page of each production shall have
16 a unique number.

17 h. **Production Media.** If documents are produced on CD-ROM, DVD, external
18 hard drive (with standard PC compatible interface), via secure FTP site, or such other readily
19 accessible computer or electronic media as the Parties may hereafter agree upon (the “Production
20 Media”). Each Production Media shall include a unique identifying label. Bates numbered
21 documents and files may also be produced via a secure cloud-based storage service. Each
22 Production shall be accompanied by cover letter that includes the following information

- 23 • Name of the litigation and case number;

- Name of the producing party;
- Date of the production;
- Bates number range; and
- Confidentiality Designation.

To Maximize the security of information in transit, the producing Party may encrypt any Media on which documents or electronic files are produced. In such cases, the producing Party shall transmit the encryption key or password to the requesting Party, under separate cover, contemporaneously with sending the encrypted media.

i. **Attachments.** Email attachments and embedded files or links must be mapped to their parent by the Document or Production number. If attachments or embedded files are combined with their parent documents, then “BegAttach” and “EndAttach” fields (or the functional equivalent) listing the unique beginning and end number for each attachment or embedded document must be included.

j. **Time.** When processing ESI for review and for production in TIFF format, the Producing Party will instruct its vendor to turn off any automatic date stamping. When processing ESI, EST should be selected as the time zone and the Producing Party will note the time zone used in its processing. To the extent that a Party has already processed ESI using a different time zone, the Producing Party will note the time zone used in its processing. In such instance, a Party may consistently produce all ESI processed using the same time zone. When a metadata field includes a date and/or time, it shall be provided in the following format: mm/dd/yyyy HH:mm:ss.

k. **Redactions.** To the extent that a responsive document contains (a) privileged content or (b) non-responsive Confidential or Highly Confidential content (as those terms are defined in the Stipulated Protective Order), the Producing Party may produce that document in a

1 redacted form. Where a document contains both privileged and non-privileged responsive content,
 2 the Producing Party shall redact the privileged material and produce the remainder of the document
 3 as redacted.

4 1. **Foreign Language Text.** The Parties will use reasonable industry standards,
 5 software, and techniques, or their reasonable equivalents, (including but not limited to the use of
 6 UTF-8 format for text and loadfiles) to attempt to ensure that all technologies and processes used to
 7 collect, process and produce the text of any document—including all TIFF conversion and OCR
 8 processes, and the extraction of text from native files—preserves all foreign language text,
 9 punctuation and other characteristics as they exist in the source native file.

10 m. **Non-Responsive Attachments.** The Parties agree that if a Producing Party
 11 determines that an entire attachment to a responsive parent is non-responsive, that attachment may
 12 be withheld and replaced in the production with a slip sheet that reads “Withheld Non-Responsive.”
 13 The Producing Party must retain all such withheld attachments and provide the Requesting Party
 14 with a log stating the title of each withheld attachment and its page count. For such fully non-
 15 responsive attachments, a placeholder slip-sheet endorsed “Withheld Non-Responsive” will be
 16 produced to capture the family relationship.

17 4. **Structured Data.** If a response to discovery requires production of discoverable
 18 information contained in a database, the Producing Party may produce such information in Excel or
 19 .csv format. To the extent a response to discovery requires production of discoverable electronic
 20 information contained in a database and it cannot reasonably be produced in either Excel or .csv
 21 format, in advance of producing information, the Parties agree to meet and regarding the format of
 22 the production (e.g., commercial database, or some other agreed-upon format).

23 5. **Confidentiality of Produced ESI.** Responsive ESI, whether produced as .TIFF images or
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in Native Format, shall be produced pursuant to the terms of the Stipulated Protective Order.

6. **Third-Party Software.** To the extent ESI produced pursuant to this Protocol cannot be rendered or viewed without the use of proprietary third-party software, the Parties shall cooperate and seek to attempt to minimize any expense or burden associated with production of such ESI. The Parties shall meet and confer to address such issues as may arise with respect to obtaining access to any such software and operating manuals which are the property of a third party. The Producing Party will, to the extent possible, produce commercially-available third-party software or proprietary manuals to the Receiving Party. If ESI cannot be rendered without the use of non-commercially available third-party software or proprietary manuals and the Producing Party is unable to provide such third-party software, the Parties shall meet and confer in an attempt to resolve any issues of access to the ESI.

F. **PRIVILEGE LOGS AND REDACTIONS OF PRIVILEGED MATERIALS**

1. **Scope of Log.** Pursuant to the Federal Rules of Civil Procedure, all withholdings from discovery on the basis of the attorney-client privilege, the work product doctrine, the joint defense or common interest privilege, or other applicable privilege (each encompassed by the term “privilege” as used hereafter), must be logged. The producing party bears the burden of establishing that any document, communication, information, or other content that is withheld from discovery the basis of an asserted privilege is in fact privileged and/or otherwise properly withheld. None of the following shifts or changes this burden.

2. **Timing of Logs.** Rolling privilege logs will be produced within sixty (60) days following the production of the documents from which the withheld documents relate.

3. **Logging Exemptions.** Consistent with the Protective Order, the Parties agree that the following privileged Documents and ESI (“privileged material”) need not be included on the

1 privilege log.

2 a. Materials produced in redacted form, with only the privileged portions
3 withheld; provided that any redactions should be narrowly drawn so that the basis for the redaction
4 can be gleaned from the non-privileged, non-redacted information on the document.

5 b. Communications and/or work product created by outside counsel to a Party
6 and their associated attorneys and support staff, including paralegal and secretarial personnel, and
7 either not shared with anyone or shared only within, between, and among outside counsel.

8 c. Materials regarding activities undertaken in compliance with the duty to
9 preserve information (including, but not limited to, litigation hold letters), which are protected from
10 disclosure under Federal Rules of Civil Procedure 26(b)(3)(A) and (B).

11 d. Any communications exclusively between a Producing Party and its in-house
12 counsel responsible for litigation matters, outside counsel, an agent of outside counsel other than
13 the Party, any non-testifying experts, or with respect to information protected by Fed. R. Civ. P.
14 26(b)(4), testifying experts.

15 e. Any privileged materials or work product created or received by a Party's in-
16 house counsel responsible for litigation matters, outside counsel, an agent of outside counsel other
17 than the Party, any non-testifying experts, or, with respect to information protected by Fed. R. Civ.
18 P. 26(b)(4), testifying experts.

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21 **4. Privilege Log Content.**

22 a. unique document identification number;

23 b. Bates number, including BEGBATES and ENDBATES (if a document is
24 indicated in the production by a slipsheet);

25 c. document type;

- d. family relationship, if applicable, including BEGATTACH (if not produced) or BEGBATESATTACH (if produced) and ENDATTACH (if not produced) or ENDBATESATTACH (if produced) (i.e., identification of parent emails and all attachments);
- e. date (date sent for correspondence such as emails, memos, and letters; date created for other documents);
- f. to;
- g. from;
- h. cc;
- i. bcc;
- j. for email communications, information sufficient to identify the email addresses of each sender or recipient (which by default can be satisfied by available metadata fields including this information);
- k. all privilege(s) or protection(s) claimed;
- l. a description of the document, its subject matter, and its contents sufficient to establish the privilege under Fed. R. Civ. P. 26(b)(5); and
- m. an indication of whether the document has been produced in redacted form or withheld entirely.

In addition to the Privilege Log itself, each party shall produce a single list of every attorney mentioned in the privilege log, identified by full name, employer, and job title and Attorneys appearing in any log entry should be denoted (i.e., by the placing of an “*” next to the attorney’s name).

5. Privilege Log Information Requests. If a Requesting Party believes in good faith that it has not received sufficient information (e.g., the identity and employer of non-attorney participants in a communication) to adequately assess a claim of privilege with respect to any redacted document, or a document withheld and included on a Privilege Log by a Producing Party, it may make a request to the Producing Party for such additional information. A Producing Party

1 will consider and respond to any such request within seven (7) business days.

2 6. **Logging Document Families.** Each member of a document family (a group of
3 related documents that include parent and child documents, e.g., a parent email and subsequent
4 emails, and any attachments thereto), over which a claim of privilege is being made must be
5 separately logged. For example, where an email includes four attachments, the email and each of
6 the four attachments must be logged in five separate entries if the producing party believes all five
7 documents are (or any portion of them is) privileged.

8 7. **Email Chains.** A party asserting a privilege to withhold an entire email chain may
9 include on a privilege log an entry for only the most complete version of such email chain and
10 include that single document on the privilege log, provided that if any of the earlier emails in the
11 chain had a substantially different subject line (i.e., not including automatic changes to a subject
12 line when, for example, an email is forwarded or responded to) or different recipients, such
13 information must be added to the privilege log entry (unless the earlier email(s) was itself withheld
14 and independently logged).

15 8. **Amendment and Supplementation.** The parties agree to meet and confer in good
16 faith regarding whether, in the context of a particular log entry or entries, the circumstances warrant
17 supplemental provision of applicable custodial information. Should it be necessary at any time for
18 the Producing Party to provide an amended log, the Producing Party shall provide a redline or
19 otherwise mark the amended log to show changes from the prior log.

20
21 **G. DUPLICATE PRODUCTION NOT REQUIRED**

22 A Party producing responsive ESI need not produce the identical document in paper format,
23 except that, in specific cases in which ESI produced by a Party may, for some reason, be
24 unreadable or otherwise subject to question, a Requesting Party may reasonably request a
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1 Producing Party to produce paper copies of previously produced ESI.

2 **H. OBJECTIONS TO ESI PRODUCTION**

3 If any Party objects to producing the requested ESI on the grounds that such information is
4 not reasonably accessible because of undue burden or cost, or because production in the requested
5 format is asserted to be not reasonably accessible because of undue burden or cost, the Party, at or
6 before the time the production is due under the Federal Rules of Civil Procedure, shall describe the
7 nature of the objection with reasonable particularity and indicate whether the Producing Party is
8 willing to offer an alternative.
9

10 The Parties do not waive any objections to the relevance, responsiveness, production,
11 discoverability, possession, custody, control, or confidentiality of Documents, including (without
12 limitation) objections regarding the burden, over-breadth, or relevance of document requests related
13 to Documents, and objections regarding local and national data and privacy laws. Nothing in this
14 Protocol shall be interpreted to require the disclosure of irrelevant information, relevant
15 information that is overly burdensome, or relevant information protected by the attorney-client
16 privilege, work product immunity, or any other applicable privilege or immunity or is otherwise not
17 discoverable.

18 By entering this Protocol, a Party is not giving up its right to review its documents for
19 privilege or any other reason (including to identify non-responsive documents) and the existence of
20 this Protocol cannot be used to compel a Party to produce documents without review.
21

22 The Parties will meet and confer in an attempt to resolve the objections if necessary.

23 **I. DESIGNATED ESI LIAISON**

24 Each Party shall designate an individual(s) to act as e-discovery liaison(s) for purposes of
25 meeting, conferring, and attending court hearings on the subject (“Designated ESI Liaison”). The
26

Designated ESI Liaison must:

1. be prepared to participate in e-discovery discussions and dispute resolution;
2. be knowledgeable about the Party's e-discovery efforts;
3. be, or have reasonable access to those who are, familiar with the Party's electronic systems and capabilities in order to explain those systems and answer relevant questions; and
4. be, or have reasonable access to those who are, knowledgeable about the technical aspects of e-discovery, including electronic document storage, organization, and format issues, and relevant information retrieval technology, including search methodology.

Respectfully submitted this 17 day of May, 2024

DECONCINI McDONALD YETWIN & LACY, P.C.

By: /s/Ryan O'Neal

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PROPOSED STIPULATED ESI PROTOCOL

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1 and

2 /s/ Christopher Renzulli

3 Christopher Renzulli, Esq. (Pro Hac Vice)

4 Peter Malfa, Esq. (Pro Hac Vice)

5 Jeffrey Malsch, Esq. (Pro Hac Vice)

6 RENZULLI LAW FIRM LLP

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8 White Plains, NY 10601

9 Attorneys for Defendants Diamondback

10 Shooting Sports, Inc., Loan Prairie, LLC d/b/a

11 The Hub, SNG Tactical, LLC and Sprague's
 12 Sports, Inc.

and

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Attorneys for Defendant Ammo A-Z, LLC

EXHIBIT 1**DEFAULT PRODUCTION FIELDS TO BE PRODUCED**

Field	Data Type	Loose Native Files and Attachments	Email and Attachments	Calendar Entries
BegDoc	Integer-Text	Start Bates	Start Bates	StartBates
EndDoc	Integer-Text	End Bates	End Bates	EndBates
AttachCount	Integer-Text	Number of attachments	Number of attachments	Number of attachments
BegAttach	Integer-Text	Starting Bates number of document family	Starting Bates number of document family	Starting Bates number of document family
EndAttach	Integer-Text	Ending Bates number of document family	Ending Bates number of document family	Ending Bates number of document family
Custodian	Text-paragraph	Custodian of the document	Custodian of the document	Custodian of the document
DuplicateCustodian	Text-paragraph	All custodians of the document with the same md5 hash value, even if de-duplicated prior to production	All custodians of the document with the same md5 hash value, even if de-duplicated prior to production	All custodians of the document with the same md5 hash value, even if de-duplicated prior to production
From	Text-paragraph		Sender of message	Sender of calendar invite
To	Text-paragraph		Recipients of message	Recipients of calendar invite
CC	Text-paragraph		Copied recipients	
BCC	Text-paragraph		Blind copied recipients	
Subject	Text-paragraph		Subject of message	Subject of calendar appointment

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Field	Data Type	Loose Native Files and Attachments	Email and Attachments	Calendar Entries
DateSent	Date (mmddyyyy)		Date message sent	Date calendar invite sent (if any)
TimeSent	Time (HH:mm:ssZ)		Time message sent	Time calendar invite sent (if any)
DateCreated	Date (mmddyyyy)	Date file was created		
TimeCreated	Time (HH:mm:ssZ)	Time file was created		
DateReceived	Date (mmddyyyy)	Date file was received		
TimeReceived	Time (HH:mm:ssZ)	Time file was received		
DateModified	Date (mmddyyyy)	Date file was last modified		
TimeModified	Time (HH:mm:ssZ)	Time file was last modified		
Title	Text-paragraph	Title from document metadata		
Author	Text-paragraph	Document authors from metadata		
LastModifiedBy	Text-paragraph	Document modifier from metadata		
MD-5 Hash value Value or SHA-I Hash Value	Integer-Text	Hash value	Hash value	Hash value
Confidentiality Designation	Text-paragraph	Indicates confidentiality designation and confidentiality level	Indicates confidentiality designation and confidentiality level	Indicates confidentiality designation and confidentiality level
Redaction	Integer-Text	Indicates whether a redaction has been made to any page of the document	Indicates whether a redaction has been made to	Indicates whether a redaction has been made to

Field	Data Type	Loose Native Files and Attachments	Email and Attachments	Calendar Entries
			any page of the document	any page of the document

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EXHIBIT 2**REQUESTED LOAD FILE FORMAT FOR ESI**

1. **Delimited Text File.** A delimited text file (DAT File) containing the fields listed in [CROSS REFERENCE] should be provided. The delimiters for the file should be Concordance defaults:

- Comma – ASCII character 20 (¶)
- Quote – ASCII character 254 (p)
- Newline – ASCII character 174 (®)

2. **Image Cross-Reference File (Opticon Load File).** The Opticon cross-reference file is a comma delimited file consisting of six fields per line. There must be a line in the cross-reference file for every image in the database. The format for the file is as follows:

ImageID,VolumeLabel,ImageFilePath,DocumentBreak,FolderBreak,BoxBreak,PageCount.

ImageID: The unique designation that Concordance and Opticon use to identify an image. This should be the Bates Number of the Document.

VolumeLabel: The name of the volume.

ImageFilePath: The full path to the image file.

DocumentBreak: If this field contains the letter “Y,” then this is the first page of a Document. If this field is blank, then this page is not the first page of a Document.

FolderBreak: Leave empty.

BoxBreak: Leave empty.

PageCount: Number of pages in the Document.

3. Sample Data

PROD00000001,VOL001,E:\100\ PROD00000001.TIF,Y,,2

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1 PROD00000002, VOL001,E:\100\ MT00000002.TIF,,,,
2 PROD00000003, VOL001,E:\100\ MT00000003.TIF,Y,,,4
3 PROD00000004, VOL001,E:\100\ MT00000004.TIF,,,,
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PROPOSED STIPULATED ESI PROTOCOL

CERTIFICATE OF SERVICE

I, Ryan O’Neal, hereby certify that this document was filed with the Clerk of the Court via CM/ECF. Those attorneys who are registered with the Court’s electronic filing systems may access this filing through the Court’s CM/ECF system, and notice of this filing will be sent to these parties by operation of the Court’s electronic filings system.

Dated: May 17, 2024

/s/ Ryan O’Neal

Ryan O’Neal

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